

ADDENDUM TO
HOG PROCUREMENT AGREEMENT DATED _____, 1997
BETWEEN JOHN MORRELL & CO. ("Morrell") AND

("Producer")

THIS ADDENDUM dated _____, 1997, amends and supplements that certain Hog Procurement Agreement of even date herewith between Morrell and Producer (the "Agreement").

WITHDRAWAL BY MORRELL. Section 8(e) of the Agreement is hereby amended and restated to read in its entirety as follows (deletions appear as ~~struck out~~ and insertions appear as double-underlined):

"(e) Withdrawal by Morrell. In the event Morrell permanently withdraws from the hog slaughter business in ~~either both~~ either Sioux Falls, South Dakota ~~or and~~ or Sioux City, Iowa, Morrell may terminate this Agreement by providing written notice to the Producer. The termination shall be complete upon receipt of notice and shall not constitute an event of default hereunder."

Similarly, Paragraph (c)(iii) of Part IV of Schedule C of the Agreement is hereby amended and restated to read in its entirety as follows (deletions appear as ~~struck out~~ and insertions appear as double-underlined):

"(iii) In the event that Morrell terminates this Agreement pursuant to Section 8(e) (following a permanent withdrawal by Morrell from the hog slaughter business in ~~either both~~ either Sioux Falls, South Dakota ~~or and~~ or Sioux City, Iowa), then, (A) if the Current Ledger Amount is greater than zero, Morrell will pay such amount to Producer in cash, without interest, within thirty (30) days following the date of termination, or (B) if the Current Ledger Amount is less than zero, Producer will pay such amount to Morrell, in cash, without interest, in equal monthly installments over the remaining months of the term in effect immediately before such termination.

MAXIMUM LEDGER AMOUNT. The last two sentences of Part III of Schedule C of the Agreement are hereby amended and restated to read in their entirety as follows (deletions appear as ~~struck out~~ and insertions appear as double-underlined):